

Raptor Suite End User License Agreement

Raptor Developer Portal and DI2E Raptor Open Projects Terms and Conditions of Use

Revision 2 (October 2018)

1. Basis

1.1. A consortium of parties develops the Raptor Suite of software (“Software”) for various sponsors under guidance from the United States Government Raptor Oversight Board (“Board”).

The Raptor Suite includes a developer’s API that allows third-party software developers to integrate devices and other technologies into the software platform. The Raptor Suite and all related materials as provided herein are government-owned.

Additionally, key communities of interest have created common repositories for the source code associated with various Raptor plugins and relevant APIs in order to allow enhanced capability by participants to make changes to suit their project needs. Changes made to these shared API elements are considered part of the Raptor Suite and you hereby grant the Government the irrevocable, perpetual, transferrable right to use, disclose, commercialize, assign, convey, sell, lease, license or transfer any such changes.

1.2. The Government and Board is willing to license the software to you only upon the condition that you accept all of the terms contained in the license agreement and terms and conditions of use (collectively “Agreement”). Please read the Agreement carefully. By using the Software and website, you acknowledge that you have read the terms and agree to them. If you are agreeing to these terms on behalf of a company or other legal entity, you represent that you have the legal authority to bind the legal entity to these terms. If you do not have such authority, or if you do not wish to be bound by the terms, then you must not use the Software or access the Developers Portal website.

2. Definitions and Application

2.1. “API” means an Application Programming Interface.

2.2. “Plug-in” means an extension to any of the Raptor Suite of software products, including but not limited to those commonly known as RaptorX, RaptorCloud, RaptorWeb and NanoRaptor. The extensions are produced using the appropriate SDK.

2.3. "Raptor Suite" means any executables, libraries, configuration files, image files or other collateral distributed as part of the program installation. This includes but is not limited to the installers or packages for products commonly known as RaptorX, RaptorCloud, RaptorWeb, NanoRaptor, and associated Plug-ins.

2.4. "SDK" or "Software Development Kit" means all software (including programs, tools, sample code, templates, libraries, and interfaces), updates, API's, information, data, files, documentation, and other materials, whether tangible or intangible, in whatever form or medium, provided to you at any time after the date of this Agreement or as previously agreed, either by way of downloading from the Raptor Suite website or otherwise provided to you, for any development purposes (unless such materials are provided pursuant to a separate license or similar agreement for such materials by the Government, the Board, and/or the Board Representative).

2.5. "Defense Intelligence Information Enterprise" (DI2E) is a collaboration space for government software development projects that hosts the source code for Raptor Suite core and numerous other Raptor-based government programs with their own associated plugins and APIs. Access to Raptor Suite core source code requires additional authorization from the Raptor Government Oversight Committee, as well as the establishment of a Memorandum of Agreement (MoA) with the requesting organization. Conversely, access to the repositories and associated source code within "open" projects on DI2E is authorized.

2.6. "DI2E Raptor Open Projects" are characterized by communities of interest with shared requirements working collaboratively on development of particular APIs and plugins with the DI2E space. These projects have their own repositories and collaboration tools separate from Raptor Suite core.

2.7 "Open Project Core Code" refers to the source code associated with Raptor Suite APIs and other Raptor Suite software components funded for development by the Government and hosted within a DI2E Open Project space for access and enhancement by the software development community of interest. Voltron Core is a good example of a DI2E Open Project. Open Project Core Code and any enhancements made by the community of interest are owned by the Government who retains all legal right, title and interest in and to the Open Project Core Code capabilities including any Intellectual Property Rights that subsist in the Open Project Core Code. "Intellectual Property Rights" means any and all rights under United States patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights.

2.8 "Open Project Plugin" refers to plugins hosted on DI2E that rely upon other Open Project API's or on Raptor Suite API's. These projects are wholly owned and controlled by the entities creating them and are free to distribute as they see fit.

2.9 "Open Project Plugin Code" refers to the source code associated with specific capabilities or tools within DI2E Raptor Open Projects that have dependencies on Raptor APIs or Open Project Core Code components, but are not a part of the Core Code repository and as such are not

subject to the same restrictions or Government ownership stipulations. Open Project participants that develop Raptor software for compatibility with their own hardware or software solutions can create and manage their own Open Project Plugin Code repositories on relevant DI2E Open Projects.

3. Introduction

3.1. The Software and Development Kit (referred to in this Agreement as the "Software") and access to Raptor DI2E Open Project spaces is licensed to you subject to the terms of this Agreement. The use of the Raptor Developers Portal website is subject to the terms and conditions of this Agreement. This Agreement is a legally binding contract between you and the United States Government (Government) in relation to your use of the Software and website. The Open Project stipulation is relevant only for Raptor projects operating within the DI2E space and does not grant access to the DI2E webportal or take the place of any legal user requirements specified by the DI2E EULA.

3.2. The Raptor Suite is government-owned software developed by a consortium of parties for various sponsors under guidance from the United States Government Raptor Oversight Board ("Board"). The Board manages the development, implementation, and distribution of the Raptor Suite software on behalf of the U.S. Government.

3.3. Usage and possession of Raptor Suite is for Official Government Use Only. All software, materials, logins, and other related information for the Raptor Suite must be properly handled as *Official Government Use Only*.

3.4. The Raptor Suite and any other materials related to the program are subject to the terms of this Agreement, including but not limited to APIs, SDK, Open Project Core Code, and documentation and cannot be distributed or transferred to any third party without prior written permission from the Government, Board, or the Board Representative.

3.5. Raptor Suite and any associated material which is export controlled shall not be shown, discussed, distributed, or disclosed to any foreign national without proper authorization from the Government according to the guidelines of the International Traffic in Arms Regulations and/or Export Administration Regulations.

3.6. Usage of Raptor Suite is provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access the Raptor Developers Portal website outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Raptor Developers Portal website from outside the United States, you are responsible for compliance with local laws.

4. Accepting this Agreement

4.1. In order to use the Raptor Suite or gain access to any of the DI2E Raptor Open Project spaces, you must first accept this Agreement. You may not access the Raptor Developers Portal website and you will not be granted access to the DI2E Raptor Open Project spaces if you do not accept this Agreement.

4.2. Your acceptance of this Agreement is acknowledged upon login and access of any material from the Raptor Suite website, the DI2E Raptor Open Project spaces, or installation of the Software.

4.3. You may not use the Raptor Suite and may not accept the Agreement if you are a person barred from receiving the Raptor Suite under the laws of the United States or other countries including the country in which you are a resident or from which you use the Software.

4.4. If you are agreeing to be bound by this Agreement on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this Agreement. If you do not have the requisite authority, you may not accept this Agreement, use the Raptor Suite, access the Developer Portal website, or use the Software on behalf of your employer or other entity.

5. Temporary Access to Raptor Suite & DI2E Raptor Open Projects

5.1. Upon acceptance of this Agreement in accordance with Section 4 herein, and subject to the terms of this Agreement, you may be granted by the Government limited, royalty-free, non-assignable, non-transferrable, and non-exclusive access to use the Software.

5.2. You agree that the Government owns all legal right, title and interest in and to the Raptor Suite, including any Intellectual Property Rights that subsist in the Raptor Suite. "Intellectual Property Rights" means any and all rights under United States patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. The Government reserves all rights not expressly granted to you.

5.3. You agree that use of the Software, as Official Government Use Only, may give the U.S. Government the right to all source code for any plug-in created using the Software with the intention of running with the framework of a Raptor Suite of programs. These conditions are set by use of the Raptor Suite as Government Furnished Equipment (GFE) under your contract with the US Government, and are not overridden by this Agreement.

5.4. You may not copy (except for backup purposes), modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the Raptor Suite or any part of the Raptor Suite except as directed by the Raptor Team and Board. This applies to the Raptor Suite source code, and does not include DI2E Raptor Open Projects or DI2E Raptor Open Project Core Code.

5.5 You agree that modifications or enhancements made to D12E Raptor Open Project Core Code are legally owned by the Government and any Intellectual Property Rights associated with those enhancements are forfeit. Access to Raptor Open Project Core Code is controlled and such projects will be clearly identified.

5.6. Use, reproduction and distribution of components of the Raptor Suite licensed under an open-source software license are governed solely by the terms of that open source software license and not this Agreement.

5.7. You agree that the form and nature of the Software the Government provides to you may change without prior notice to you and that future versions of the Software may be incompatible with applications developed on previous versions of the Software. You agree that the Government may stop (permanently or temporarily) providing the Software (or any features within the Software) or access to D12E Raptor Open Projects to you or to users generally at Government's sole discretion, without prior notice to you.

5.8. You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Raptor Suite.

5.9. Any International Traffic in Arms Regulations and/or Export Administration Regulations Controlled Information or Plug-In will be marked in accordance with "ITAR" or "EAR" and handled accordingly.

6. Use of the Software by You

6.1. Except as expressly provided in this Agreement including with respect to changes to API shared elements, the Government agrees that it obtains no right, title or interest from you (or your licensors) under this Agreement in or to any software applications that you develop using the Software, including any intellectual property rights that subsist in those applications.

6.2. You agree to use Software only for purposes that are permitted by (a) this Agreement or as expressly permitted in writing by the Government, the Board, and/or the Board Representative and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

6.3 You agree, except as expressly provided in this Agreement not to: (a) copy the Software; (b) modify, translate, adapt or otherwise create derivative works or improvements, of the Software; (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software, or any part thereof; (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, publicly perform or display, transfer or otherwise make available the Software or any features or functionality of the Software, to any third party for any reason,

including by making the Software available on a network where it is capable of being accessed by more than one device at any time; (f) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Software; or, (g) upload or introduce any virus or malware to the Software or the Raptor Suite.

6.4. You agree that if you use the Raptor Suite for use by the Government or any of its agents, you will endeavor to protect the privacy and legal rights of those users. If the user provides any personal identifiable information (PII), you will endeavor to provide adequate privacy and protection to securely store that information for those users.

6.5. Unless otherwise determined by the Government, Board, or the Board Representative, you agree that if you use the Software for use by Government or any of its agents, you will not perform any remote tracking of usage, nor will you require authentication to any system in order to use the Raptor Suite for its intended purpose.

6.6. Unless otherwise determined by the Government, you agree not to enforce any seat licensing or other usage restrictions in the plug-in that would prevent its intended use by the Government or any of its agents, regardless of network connectivity.

6.7. Unless otherwise determined by the Government, Board, or the Board Representative, you agree that you will not knowingly engage in any activity with the Software, including the development or distribution of a Plug-In, that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party including, but not limited to, the Government or any mobile communications carrier.

6.8. You agree that you are solely responsible for (and that Government has no responsibility to you or to any third party for) any data, content, or resources that you may create, transmit or display through any Raptor Suite program.

6.9. You agree that you are responsible for (and that Government has no responsibility to you or to any third party for) any breach of your obligations under this Agreement, any applicable third party contract or Terms of Service, or any applicable law or regulation, and for the consequences (including any loss or damage which Government or any third party may suffer) of any such breach.

7. Developer Credentials

7.1. You agree that you are responsible for maintaining the confidentiality of any developer credentials that may be issued to you by the Raptor Team, the Board, and/or a Board Representative, and that you will be responsible for all software that is developed under your developer credentials and will protect access to your developer credentials accordingly.

8. Data Access and Usage

8.1. If you use any API or any other access mechanism to retrieve data from the Raptor Suite, you acknowledge that the data may be protected by intellectual property rights which are owned by the Government or those parties that provide the data (or by other persons or companies on their behalf). Your use of any such access may be subject to additional Terms of Service. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on such data (either in whole or in part) unless allowed by the relevant Terms of Service.

8.2. If you use any API or any other access mechanism to retrieve a user's data from the Raptor Suite, you acknowledge and agree that you shall retrieve data only with the user's explicit consent and only when, and for the limited purposes for which, the user has given you permission to do so.

8.3. Data Modification: No modification of data not generated and controlled by your plug-in will be allowed. You agree that only the data which your plug-in generates will be modified by your plug-in in any way unless written consent has been given by the author or sponsor of the other plug-in.

8.4. Limited usage data: Any content provided to you through the Software is not for redistribution. This includes but is not limited to imagery data, elevation data, intelligence data, and other system's information.

8.5. Storage of information: All media pertaining to data collection shall be kept in secure locations according to the sensitivity of the data. This includes but is not limited to projects, databases, video, pictures, sound files, etc.

9. Integration of Third Party Applications Using the Raptor Suite

9.1. If you use the Software to run applications developed by a third party or that access data, content or resources provided by a third party, you agree that the Government is not responsible for those applications, data, content, or resources. You understand that all data, content or resources which you may access through such third party applications are the responsibility of the third party from which they originated and that the Government is not liable for any loss or damage that you may experience as a result of the use or access of any of those third party applications, data, content, or resources.

9.2. You should be aware that the data, content, and resources presented to it through such a third party application may be protected by intellectual property rights which are owned by the providers (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on such data, content, or resources (either in whole or in part) unless you have been specifically given permission to do so by the relevant owners.

9.3. You acknowledge that your use of such third party applications, data, content, or resources may be subject to separate terms between you and the relevant third party. In that case, this

Agreement does not affect your legal relationship with these third parties.

10. Terminating this Agreement

10.1. This Agreement will continue to apply until terminated by either you or the Government as set out below.

10.2. If you want to terminate this Agreement, you may do so by providing written notification to a representative of the Board and/or the Board Representative, and by ceasing access to the Raptor Suite and any relevant developer credentials provided pursuant to this Agreement.

10.3. The Government may at any time terminate this Agreement with you if: (A) you have materially breached any provision of this Agreement; or (B) Government, at its reasonable discretion, determines you no longer require access to the Raptor Suite.

10.4. When this Agreement is terminated as specified herein, you will ensure any copies of Software, or any other material received through access provided by this Agreement, are returned to your Government sponsor, the Raptor Team, the Board or a Board Representative or completely destroyed.

11. Disclaimer of Warranties

11.1. You expressly understand and agree that your use of the Software and any material downloaded or otherwise obtained through the use of the Software is at your own discretion and risk and you are solely responsible for any damage to your computer system, other devices, or data that results from such use.

11.2. You further expressly waive all warranties and conditions of any kind whether expressed or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

12. Confidentiality

12.1. The Raptor Team, the Board, and/or the Board Representative may from time to time communicate with you, or you may otherwise gain access to, certain Proprietary Information, confidential business or technical information with respect to the Software and related operations, business plans, or intellectual property ("Raptor Confidential Information"). You shall not disclose, or knowingly permit the disclosure of, any Raptor Confidential Information to any third party without the express prior written consent of the Government, Raptor Team, the Board, or the Board Representative, as the case may be. You shall use Raptor Confidential Information only for purposes of access to the Raptor Suite and will refrain from any other use without the express prior written consent of the Government, Raptor Team, the Board, or the Board Representative, as the case may be. To gain protection for such Raptor Confidential

Information, the information must be identified as Raptor Confidential Information with an appropriate legend or other marking calculated to provide the possessing party with reasonable notice of its confidential nature, unless the receiving party should reasonably believe the materials to be confidential notwithstanding the lack of a restrictive legend.

13. Proprietary Information

13.1. Proprietary Information inadvertently disclosed without restrictive legend shall be provided the same protection as Proprietary Information marked with a restrictive legend between the time of disclosure and the delivery of a written listing or summary of identifying such materials. However, failure to provide such written listing or summary shall not negate the obligations of the recipient to maintain confidentiality of the inadvertently disclosed Proprietary Information. If a receiving party has any question concerning whether certain information is Proprietary Information, then it must contact the disclosing party to determine if the disclosing party intends it to be Proprietary Information.

13.2. If a party inadvertently discloses Proprietary Information, then upon discovery of the inadvertent disclosure, it shall notify the other party of the disclosure and shall take all actions necessary to protect the information from further unauthorized disclosure.

13.3. Treatment of Proprietary Information. The receiving party shall:

1. hold Proprietary Information in confidence for three (3) years after the date of receipt unless the disclosing party specifies a different period of time, using the same standard of care that it applies to its own Proprietary Information, but no less than reasonable care;
2. use Proprietary Information only for the purpose authorized by the disclosing party;
3. make Proprietary Information available only to its employees who are bound by and have been made aware of the restrictions contained herein concerning the use of such Proprietary Information, and who have a "need to know" in order to carry out their respective functions in connection with the authorized purpose;
4. not otherwise use or disclose Proprietary Information without authorization in writing by the disclosing party, except that it may be disclosed to the Government if the authorized purposes requires such disclosure, provided, however that it must be disclosed with its original restrictive legends and such other markings as may be required under Government regulations to preserve its proprietary nature;
5. ensure that any complete or partial reproduction of the Proprietary Information bears the original restrictive legends; and
6. control access to all Proprietary Information in accordance with all applicable United

States export and security laws.

13.4. Exceptions. Otherwise Proprietary Information shall not be afforded the protection of this Section 13 after the first of the following events occurs:

1. when the Proprietary Information is independently developed by the receiving party;
2. when the Proprietary Information is lawfully obtained without restriction by the receiving party from a third party;
3. when the Proprietary Information becomes publicly available other than through the fault or negligence of the receiving party;
4. when the Proprietary Information is released expressly and intentionally without restriction by the disclosing party to anyone, including the Government; or
5. if the Proprietary Information is actually independently known by the receiving party at the time of disclosure

13.5. Cooperation. If the receiving party is subjected to legal action or a requirement under Government regulations to disclose Proprietary Information, then the receiving party shall as soon as possible notify the disclosing party, and, upon the request and at the expense of the disclosing party, shall cooperate with the disclosing party in contesting such disclosure.

13.6. Limitation of Liability. Neither the disclosing nor receiving party shall be liable for damages for any disclosures of information received hereunder pursuant to judicial action or Government regulations or for inadvertent disclosure thereof where the aforementioned degree of care and other obligations herein have been exercised.

13.7. Ownership of Proprietary Information. All Proprietary Information shall remain the property of the disclosing party and the receiving party shall return such information to the disclosing party or destroy it upon request, together with all copies thereof and upon request, the receiving party shall send the disclosing party the appropriate documentation stating that it fully complied with the request.

13.8. No Grant of License or Other Rights. Except as expressly provided herein, no license under any patents or any other proprietary right is granted or conveyed by the disclosure of Proprietary Information to another party, nor shall such a disclosure constitute any representation, warranty, assurance, guaranty or inducement by the disclosing party with respect to infringement of patent or any other proprietary right of others. The disclosing party

shall not be liable for damages arising from the receiving party's use of or reliance on information disclosed pursuant to this Agreement.

14. Changes to this Agreement

14.1. Government may make changes to the License Agreement as it distributes new versions of the SOFTWARE. When these changes are made, Government will make a new version of the License Agreement available on the website where the SOFTWARE is made available.

15. General Legal Terms

15.1. Except as set forth herein, including but not limited to any services which the Board, the Raptor Team, the Board Representative, and/or any third party may provide to you under a separate written agreement, this Agreement constitutes the whole legal agreement governing your use of the Software, and completely replace any prior agreements between you and the Government in relation to the Software.

15.2. Actions. This Agreement shall be construed and interpreted under the laws of the State in which the Company maintains its principal place of business as indicated herein (the "State"). If the U.S. District Court for the District of the State has jurisdiction over any controversy arising from or related to this Agreement, then any action to enforce this Agreement shall be commenced therein. If the U.S. District Court for the District of the State does not have jurisdiction over the controversy, then the state courts for the State shall have exclusive jurisdiction over any controversy arising out or related to this Agreement and any action to enforce this Agreement shall be commenced therein.

15.3. No Assignment. You may not assign or transfer your rights or obligations contained herein without the prior written consent of the Government, Board, or Board Representative, which consent shall not be unreasonably withheld, however, assignment may be made to any entity succeeding to the entire interest of your business or the business of the division or group originally responsible for performance hereunder.

15.4. You agree that if the Government does not exercise or enforce any legal right or remedy which is contained in this Agreement (or which the Government has the benefit of under any applicable law), this will not be taken to be a formal waiver of the Government's rights and that those rights or remedies will still be available to the Government.

15.5. If any court of law having jurisdiction to decide on or interpret the terms and conditions of this Agreement rules that any provision of this Agreement is invalid, then that provision will be removed from this Agreement and this Agreement shall be amended insofar as possible to accomplish the intent of such provision, without in any event affecting the rest of this Agreement. The remaining provisions of this Agreement will continue to be valid and enforceable.

15.6. This Agreement shall only be enforceable by you, Government, Board, or Board Representative. No other person or company shall be deemed a third party beneficiary to this Agreement.

15.7. Export restrictions. The Raptor Suite is subject to United States Export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Raptor Suite as stated in the documentation for each individual product. These laws include restrictions on destinations, end users and end use. For inquiries please contact: webmaster@raptorx.org